

This finding is made subject to the assumption that no referendum has been taken on the ordinance providing for the vacation of Huron Street in said village through the above described tract of land owned by Louise C. Arnold.

In addition to the above, it is noted that under date of September 13th, 1927, Louise C. Arnold and her husband W. H. Arnold granted to the Logan Gas Company a right to lay its pipe lines and to maintain and operate the same over certain lands owned by them in Milan Township, Erie County, Ohio. This easement was later assigned by the Logan Gas Company to the Ohio Fuel Gas Company, which company is now the owner and holder of said right of easement. The description of the land covered by said easement is not sufficiently definite to enable me to determine whether or not the easement granted affects the land here under investigation.

Upon examination of the warranty deed tendered by Louise C. Arnold, conveying the above described property to the State of Ohio, I find that the same has been properly executed by said grantor and by her husband Wilbert H. Arnold, and that the form of said deed is sufficient to convey this property to the State of Ohio, free and clear of any encumbrances, and free and clear of the inchoate dower interest of said Wilbert H. Arnold, the husband of said grantor, Louise C. Arnold.

Encumbrance record No. 1396 has been properly executed and the same shows that there is sufficient money in the proper appropriation account to pay the purchase price of said property, which purchase price is the sum of \$500.00.

I likewise find that the purchase of this property has been approved by the Board of Control.

I am herewith returning said abstract of title and the other files referred to.

Respectfully,

GILBERT BETTMAN,

Attorney General.

4568.

APPROVAL, ABSTRACT OF TITLE TO LAND OF LUCY R. HOOPER IN
RUTLAND TOWNSHIP, MEIGS COUNTY, OHIO.

COLUMBUS, OHIO, August 15, 1932.

HON. O. W. MERRELL, *Director, Department of Highways, Columbus, Ohio.*

DEAR SIR:—This is to acknowledge the receipt of your recent communication with which you enclosed for my examination and approval abstract of title, warranty deed, encumbrance estimate No. 1397 and the certificate of the board of control, relating to the proposed purchase by the State of Ohio of a certain parcel of land in Rutland Township, Meigs County, Ohio, the same being in Fraction No. 1, Town No. 6, Range No. 14, and more particularly described as follows:

“Beginning at a 6 inch concrete marker set in the property line between the grantor and Velma M. Hooper, said marker being N 8° 27' W. 99 feet distant from the South line of Fraction No. 1, and also in the west boundary line of the county road running north from State Highway No. 395; thence west 80 feet along the said property line to a 6 inch concrete marker, said marker being 40 feet east from the northwest corner of the lands of the said Velma M. Hooper; thence N 8° 27' W

200 feet to a 6 inch concrete marker; thence East 80 feet to a 6 inch marker set in the West boundary line of the aforementioned road; thence S 8° 27' E 200 feet along the said boundary line of the said County road to the place of beginning, and containing 0.46 of an acre, more or less."

Upon examination of abstract of title submitted, I find that Lucy R. Hooper has a good and merchantable fee simple title to the above described parcel of land, free and clear of all encumbrances, except the taxes for the year 1932, and except a lease for oil and gas purposes given by said Lucy R. Hooper and William Hooper, her husband, to the Ohio Fuel Gas Company under date of March 7th, 1930, by which lease there was granted to said Ohio Fuel Gas Company the right for a term of ten years to drill for gas and oil upon the above described and other lands of the lessors. This lease is apparently in full force and effect as there is nothing in the abstract to show that the same has been surrendered and cancelled; how this lease will affect the use which your department makes of this property is, of course, a matter for you to determine.

An examination of the warranty deed tendered by said Lucy R. Hooper (unmarried) shows that the same has been properly executed and acknowledged by said grantor and that the form of said deed is such that the same is effective to convey the above described property to the State of Ohio by fee simple title, with a general covenant of warranty that the title is free and clear of all encumbrances whatsoever.

Encumbrance Estimate No. 1397 has been properly executed and the same shows that there is sufficient balance in the proper appropriation account to pay the purchase price of the above described property, which purchase price is the sum of \$150.00.

It is likewise noted that the purchase of this property has been approved by the Board of Control and that said amount of money has been released for the payment of the purchase price of said property.

I am herewith returning, with my approval, said abstract of title, warranty deed, encumbrance estimate No. 1397, and controlling board certificate.

Respectfully,

GILBERT BETTMAN,
Attorney General.

4569.

MADISON HOME—ADMISSION OF WIDOWS OF VETERANS OF SPANISH-AMERICAN WAR LIMITED TO THOSE MARRIED TO VETERANS PRIOR TO JUNE 1, 1905.

SYLLABUS:

Under the provisions of Sections 1921 and 1921-1, General Code, the admission of widows of honorably discharged soldiers, sailors and marines who served in the Spanish-American War is limited to those who were married to such veterans prior to June 1, 1905.

COLUMBUS, OHIO, August 16, 1932.

HON. JOHN MCSWEENEY, *Director of Public Welfare, Columbus, Ohio.*

DEAR SIR:—Your recent request for opinion, reads:

"Sections 1921 and 1921-1, G. C., of the laws governing the Madison Home read as follows: